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TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION OVER A "PRIOR" PATENT

Docket Number (Optional)

In re Application of: Petruzz

Application No.: 10/801,269

Filed: March 16, 2004

For: Machine for Automated Generation of Movement of Chimes

The owner*, Excellent Inventions LLC, of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term **prior patent** No. 6,417,763 as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said **prior patent** is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the **prior patent** are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the **prior patent**, "as the term of said **prior patent** is presently shortened by any terminal disclaimer," in the event that said **prior patent** later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid by a court of competent jurisdiction;
- is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
- has all claims canceled by a reexamination certificate;
- is reissued; or
- is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. The undersigned is an attorney or agent of record. Reg. No. _____

Signature

7-13-05

Date

James D. Petruzz
Typed or printed name(713) 840-9993
Telephone Number

- Terminal disclaimer fee under 37 CFR 1.20(d) included.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

This collection of information is required by 37 CFR 1.321. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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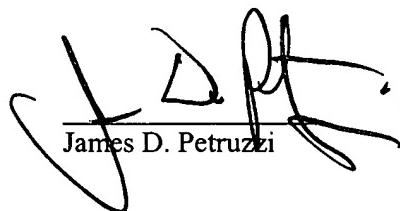
ASSIGNMENT OF PATENT APPLICATION

Whereas, James D. Petruzzi of Houston, Texas hereinafter referred to as "Assignor," is the inventor and owner of United States Patent Application No. 10/801,269 entitled "Machine for Automated Generation of Movement of Chimes filed March 16, 2004;" and

Whereas, Excellent Inventions LLC of Houston, Texas, hereinafter referred to as "Assignee," is desirous of acquiring ownership of the entire right, title and interest in the aforesaid patent application and all intellectual property rights associated therewith;

Now, therefore, for good and valuable consideration, the receipt whereof is acknowledged, and other good and valuable consideration, Assignor, by these presents does sell, assign, and transfer unto said Assignee ownership in the entire right, title and interest in and to the said patent application aforesaid, and all rights to pursue protection of said invention including patent protection in the United States and worldwide and all rights to recover for past, present and future infringements thereof; the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Assignor agrees that he shall, at the expense of Assignee, assist the Assignee or its nominees to obtain patents for such invention in any countries throughout the world without further remuneration or consideration and agrees to execute, acknowledge, and deliver any instruments confirming the complete ownership by Assignee of such patent application.



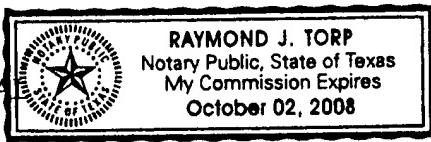
James D. Petruzzi

SUBSCRIBED AND SWORN TO BEFORE ME this 30th day of June, 2005.



Raymond J. Torp
Notary Public, State of Texas

NOTARY SEA



ASSIGNMENT OF PATENTS

Whereas, James D. Petruzzi of Houston, Texas hereinafter referred to as "Assignor," is the inventor and owner of United States Patent No. 6,417,763 entitled "Machine for Automated Generation of Movement of Chimes;" and

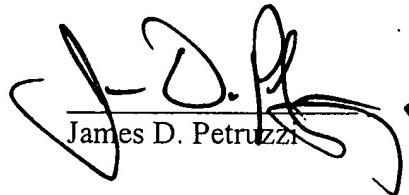
Whereas, James D. Petruzzi of Houston, Texas hereinafter referred to as "Assignor," is the inventor and owner of United States Patent No. 6,768,416 entitled "Machine for Automated Generation of Movement of Chimes;" and

Whereas, Excellent Inventions LLC of Houston, Texas, hereinafter referred to as "Assignee," is desirous of acquiring ownership of the entire right, title and interest in the two aforesaid patents and all intellectual property rights associated therewith;

Now, therefore, for good and valuable consideration, the receipt whereof is acknowledged, and other good and valuable consideration, Assignor, by these presents does sell, assign, and transfer unto said Assignee ownership in the entire right, title and interest in and to the said patents aforesaid, and all rights to pursue protection of said invention including patent protection in the United States and worldwide and all rights to recover for past, present and future infringements thereof; the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

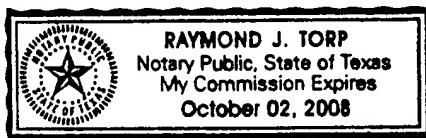
Assignor agrees that he shall, at the expense of Assignee, assist the Assignee or its nominees to obtain patents for such invention in any countries throughout the world without

further remuneration or consideration and agrees to execute, acknowledge, and deliver any instruments confirming the complete ownership by Assignee of such patents.



James D. Petrucci

SUBSCRIBED AND SWORN TO BEFORE ME this 4th day of November, 2004.



Raymond J. Torp
Notary Public, State of Texas

NOTARY SEAL